



AGENDA REPORT

Meeting Date: April 7, 2015
Item Number: E-19
To: Honorable Mayor & City Council
From: Noel Marquis, Assistant Director of Administrative Services - Finance
Subject: **APPROVALS RELATED TO VARIOUS CITY PURCHASING AND BUDGET TRANSACTIONS AS DESCRIBED HEREIN**
Attachments: 1. Amendments (2)

ITEM A. APPROVAL OF AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN CITY OF BEVERLY HILLS AND BEVWOOD FUN CAMP FOR YOUTH BASKETBALL AND VOLLEYBALL SKILLS CLASSES AND CAMPS THROUGH THE CITY'S COMMUNITY SERVICES DEPARTMENT AT VARIOUS CITY PARKS AND BEVERLY HILLS UNIFIED SCHOOL DISTRICT SITES; AND

APPROVAL TO ISSUE A CHANGE ORDER IN THE AMOUNT OF \$20,000 TO THE EXISTING PURCHASE ORDER OF \$60,000, FOR A NOT-TO-EXCEED TOTAL OF \$80,000 FOR THE SERVICES DESCRIBED ABOVE

RECOMMENDATION

Staff recommends City Council approve the amendment to the agreement between the City of Beverly Hills and Bevwood Fun Camp for youth basketball and volleyball skills classes and camps through the City's Community Services Department and change purchase order in the amount of \$20,000 for a total not to exceed \$80,000 for the described services.

INTRODUCTION

For over 18 years, Bevwood Fun Camp has provided quarterly youth basketball and volleyball afterschool skills classes, winter break camps, spring break camps, and summer camps for the City.

DISCUSSION

Bevwood Fun Camp provides youth sports instruction for the City's Community Services Department. The vendor's staff is comprised of highly qualified professionals from diverse coaching backgrounds and has attracted a high participation rate amongst the community's youth.

FISCAL IMPACT

The provision of the youth sports program is based upon a revenue split with BevWood Fun Camp receiving 70% of the resident rate of the registration fees and the City retaining the remaining amount. Funds are currently available for this expenditure, which is offset by revenue.

ITEM B. AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND FIRST CLASS VENDING, INC. FOR INSTALLATION, SERVICING AND STOCKING OF VENDING MACHINES AT CERTAIN CITY FACILITIES

RECOMMENDATION

Staff recommends the approval of the amendment to the agreement with the City of Beverly Hills and First Class Vending, Inc.

INTRODUCTION

After conducting a request for proposal, the City of Beverly Hills entered into an agreement with First Class Vending, Inc. in 2014 to service vending machines throughout City properties.

DISCUSSION

The City currently has 13 vending machines spread throughout City Hall, Public Works facilities and various City parks. With the recent completion of construction of the Public Works warehouse facility, an additional beverage and food vending machine for the lunch room is being proposed. This will bring the total tally of vending machines to 15.

FISCAL IMPACT

There is no expenditure outlay to the City as First Class Vending administers all of the inventory maintenance and stocking of their machines and collects all proceeds from its vending machine operations. The City is currently receiving a monthly rental fee for the spaces used by the vending machines that totals \$52 per machine per month. With the proposed increase of two additional machines, the total rental charges for the City will increase \$1,248 for a total of \$9,360 per year.

ITEM C. APPROVAL OF A CHANGE ORDER IN THE AMOUNT OF \$25,600.83 TO L. N. CURTIS & SONS FOR A TOTAL AMOUNT NOT TO EXCEED \$74,600.83

RECOMMENDATION

Staff recommends that the City Council authorize a change order in the amount of \$25,600.83 for a total amount not to exceed \$74,600.83 for the replacement of a fire hose.

INTRODUCTION

As part of capital outlay replacement program, the Fire Department seeks to replace one fire hose.

DISCUSSION

Staff solicited three vendor quotes and L. N. Curtis & Sons resulted with the lowest bid of \$25,600.83. The City of Beverly Hills Fire Department currently has a purchase order for L. N. Curtis & Sons for a total of \$49,000.00. To continue to maintain a current inventory of fire hose, staff requests approval of a change order in the amount of \$25,600.83 for a total amount not to exceed \$74,600.83.

FISCAL IMPACT

Funds have been set aside and are available for this purpose.


Noel Marquis

Approved By

Attachment 1

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND BEVWOOD FUN CAMP FOR YOUTH BASKETBALL AND VOLLEYBALL SKILLS CLASSES AND CAMPS THROUGH THE CITY'S COMMUNITY SERVICES DEPARTMENT AT VARIOUS CITY PARKS AND BEVERLY HILLS UNIFIED SCHOOL DISTRICT SITES

NAME OF VENDOR: Bewwood Fun Camp

D.B.A. NAME OF VENDOR: Bill Smith, Owner

VENDOR'S ADDRESS: 6124 Buckingham Parkway, #208
Culver City, California 90230

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Steve Zoet, Director of Community Services

COMMENCEMENT DATE: July 1, 2014

TERMINATION DATE: June 30, 2015 unless extended pursuant to Section 2 of Original Agreement

CONSIDERATION: Original Agreement: Not to exceed the following amounts as more particularly described in Section 3 of the Original Agreement:

- a. \$60,000 for FY 14-15
- b. \$60,000 for FY 15-16*
- c. \$60,000 for FY 16-17*

*If Agreement is extended, as provided in Section 2 Of Original Agreement

Original Agreement: Total not to exceed \$60,000.00

Amendment No. 1: Not to exceed the following amounts as more particularly described in Section 3 of the Original Agreement:

- a. Additional not to exceed \$20,000 for FY 14-15
- b. Additional not to exceed \$20,000 for FY 15-16*
- c. Additional not to exceed \$20,000 for FY 16-17*

*If Agreement is extended, as provided in Section 2 Of Original Agreement

Total for Original Agreement and Amendment No. 1 not to exceed \$240,000.00 (not to exceed \$80,000 per fiscal year).

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND BEVWOOD FUN CAMP FOR YOUTH BASKETBALL AND VOLLEYBALL SKILLS CLASSES AND CAMPS THROUGH THE CITY'S COMMUNITY SERVICES DEPARTMENT AT VARIOUS CITY PARKS AND BEVERLY HILLS UNIFIED SCHOOL DISTRICT SITES

This Amendment No. 1 is to that certain Agreement between the City of Beverly Hills (hereinafter called "CITY"), and Bevwood Fun Camp (hereinafter called "VENDOR") dated July 1, 2014, and identified as Contract No. 326-14 ("Agreement"), a copy of which is filed in the City Clerk's office.

RECITALS

A. CITY entered into an agreement with VENDOR to provide youth basketball and volleyball skills instruction for CITY's Community Services Department at various CITY parks and Beverly Hills Unified School District sites.

B. CITY desires to amend the Agreement to increase the Consideration due to high attendance and well attended classes and camps in the following not to exceed amounts: \$20,000 in Fiscal Year 2014-15; 20,000 in Fiscal Year 2015-15; and 20,000 in Fiscal Year 2016-17.

NOW, THEREFORE, the parties agree as follows:

Section 1. The Consideration shall be amended as set forth on the cover page.

Section 2. Except as specifically amended by this Amendment No. 1, the remaining provisions of the Agreement shall remain in full force and effect.

Executed on the _____ day of _____, 201__ at Beverly Hills, California.

CITY OF BEVERLY HILLS,
A Municipal Corporation

Julian A. Gold, MD
Mayor of the City of Beverly Hills, CA

ATTEST:

BYRON POPE (SEAL)
City Clerk

VENDOR: BEVWOOD FUN CAMP

BILL SMITH,
Owner

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

MAHDI ALUZRI
Interim City Manager

STEVE ZOET
Director of Community Services

KARL KIRKMAN
Risk Manager

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF
BEVERLY HILLS AND FIRST CLASS VENDING, INC. FOR
INSTALLATION, SERVICING AND STOCKING OF VENDING MACHINES
AT CERTAIN CITY FACILITIES

NAME OF CONTRACTOR: First Class Vending, Inc.

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Matthew Marsh, President

CONTRACTOR'S ADDRESS: 6875 Suva Street
Bell Gardens, CA 90210
Attention: Matthew Marsh, President

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Don Rhoads, Director of Administrative
Services - CFO

COMMENCEMENT DATE: March 1, 2015

TERMINATION DATE: June 30, 2016

CONSIDERATION: CONTRACTOR shall pay CITY a monthly space rental
as set forth in Exhibit A

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND FIRST CLASS VENDING, INC. FOR INSTALLATION, SERVICING AND STOCKING OF VENDING MACHINES AT CERTAIN CITY FACILITIES

This Amendment No. 1 is to that certain Agreement between the City of Beverly Hills (hereinafter called "CITY"), and First Class Vending, Inc. (hereinafter called "CONTRACTOR") dated March 4, 2014 and identified as Contract No. 79-14 "Agreement".

RECITALS

A. CITY entered into a written Agreement, dated March 4, 2014 to install, service and stock vending machines at various CITY facilities.

B. CITY and CONTRACTOR desire to amend the Agreement to add a new location in the Public Works warehouse with new equipment.

NOW, THEREFORE, the parties agree as follows:

Section 1. Exhibit A is hereby replaced in its entirety as attached hereto.

EXECUTED the ____ day of _____ 20__, at Beverly Hills, California.

CITY OF BEVERLY HILLS, a municipal corporation

Julian A. Gold, MD
Mayor of the City of Beverly Hills, California

ATTEST:

BYRON POPE
City Clerk

[Signatures continue]

CONTRACTOR: FIRST CLASS VENDING, INC.

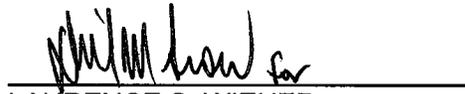


MATTHEW MARSH
President



MICHELLE MARSH
Secretary

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT



MAHDI ALUZRI
Interim City Manager



DON RHOADS
Director of Administrative Services/CFO



KARL KIRKMAN
Risk Manager

EXHIBIT A

Equipment Requirements and Locations and Monthly Rental

<u>LOCATION</u>	<u>EQUIPMENT TYPE</u>	<u>SQ FOOTAGE</u>	<u>PRICE</u>
City Hall Employee Lunchroom 455 North Rexford Drive Room 275	One (1) soft drink machine One (1) bottle and can machine (Will accept \$1 and \$5 bills)	32 sq. ft.	\$52.00 per machine per month
Library-Lunchroom 444 North Rexford Drive 2 nd floor, staff room	One (1) cold drink machine One (1) snack machine (Will accept \$1 and \$5 bills)	28 sq. ft.	\$52.00 per machine per month
Police 464 North Rexford Drive Lunchroom	One (1) soft drink machine One (1) snack machine (Will accept \$1 and \$5 bills)	26 sq. ft.	\$52.00 per machine per month
Roxbury Park 471 South Roxbury Drive	One (1) cold drink machine (Subject to change at direction of City)	35 sq. ft.	\$52.00 per machine per month
*La Cienega Community Center 8400 Gregory Way	One (1) soft drink and fruit juice machine One (1) snack machine	28 sq. ft.	\$52.00 per machine per month
HR Training Room 455 North Rexford Drive Third Floor	One (1) soft drink machine (JR Vending machine) One (1) snack machine (JR Vending machine)	26 sq. ft.	\$52.00 per machine per month
Vehicle Shop 345 North Foothill Road	One (1) soft drink machine One (1) snack machine	26 sq. ft.	\$52.00 per machine per month
Public Works Warehouse 9357 Third Street Lunchroom	One (1) soft drink machine One (1) snack machine	26 sq. ft.	\$52.00 per machine per month

* Standard pricing areas; CONTRACTOR needs key to La Cienega Center when there is a roll-up area door to stock and do repairs